

The Honorable S. Kate Vaughan

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
SEATTLE DIVISION

TSR LLC,

Plaintiff,

v.

WIZARDS OF THE COAST LLC,

Defendant.

Case No.: 2:21-cv-1705-SKV

**TSR LLC, JUSTIN LANASA, AND
DUNGEON HOBBY SHOP MUSEUM
LLC’S ANSWER TO DEFENDANT
WIZARDS OF THE COAST LLC’S
COUNTERCLAIMS**

Jury Trial Demanded

WIZARDS OF THE COAST LLC,

Counterclaim Plaintiff,

v.

TSR LLC; JUSTIN LANASA; and
DUNGEON HOBBY SHOP MUSEUM LLC,

Counterclaim Defendants.

Plaintiff and Counterclaim Defendant TSR LLC (“TSR”), and Counterclaim Defendants Justin LaNasa (“Mr. LaNasa”) and Dungeon Hobby Shop Museum (the “Museum,” and together with TSR and Mr. LaNasa, “Counterclaim Defendants”) file this Answer to the counterclaims (“Counterclaims”) contained in the Answer to Plaintiff’s Complaint for Declaratory Judgment and Counterclaim (Docket No. 11) (“Answer”) filed by

1 Defendant and Counterclaim Plaintiff Wizards of the Coast LLC (“Wizards”). The
 2 Counterclaim Defendants admit, deny, and allege as follows:

3 **PARAGRAPHS 1 THROUGH 36**

4 **1 – 36**

5 Paragraphs 1 through 36 of Wizards’ Answer do not require responses from the
 6 Counterclaim Defendants. TSR reasserts and incorporates Paragraphs 1 through 36 of its
 7 Complaint for Declaratory Judgment (Docket No. 1) (the “Complaint”) as if fully set forth
 8 herein.

9 **AFFIRMATIVE AND OTHER DEFENSES**

10 In response to each unnumbered paragraph of Wizards’ affirmative and other defenses
 11 to TSR’s Complaint, TSR denies each and every affirmative or other defense alleged by
 12 Wizards. These unnumbered paragraphs do not require responses from Mr. LaNasa or the
 13 Museum.

14 **ANSWER TO COUNTERCLAIMS**

15 **1.**

16 Paragraph 1 does not require a response from the Counterclaim Defendants.

17 **NATURE OF THE ACTION**

18 **2.**

19 The Counterclaim Defendants admit that the Counterclaims alleged by Wizards include
 20 the causes of action listed in Paragraph 2. To the extent that Paragraph 2 calls for legal
 21 conclusions with regard to whether the stated laws may apply to the issues in this action, no
 22 response is required. To the extent a response is required, the Counterclaim Defendants deny
 23 the validity of each and all of the listed causes of action and further deny that Wizards is
 24 entitled to any of the relief it requests based upon them.

25 ///

26 ///

1 **THE PARTIES**

2 3.

3 On information and belief, the Counterclaim Defendants admit the allegations in
4 Paragraph 3.

5 4.

6 In response to Paragraph 4, the Counterclaim Defendants deny that TSR maintains its
7 principal place of business in North Carolina. The Counterclaim Defendants admit the
8 remaining allegations in Paragraph 4.

9 5.

10 The Counterclaim Defendants admit the allegations in Paragraph 5.

11 6.

12 The Counterclaim Defendants admit the allegations in Paragraph 6.

13 **JURISDICTION AND VENUE**

14 7.

15 The Counterclaim Defendants admit that this Court has jurisdiction over this action as
16 set forth in Paragraphs 3 and 4 of the Complaint. To the extent that Paragraph 7 calls for legal
17 conclusions with respect to whether the state and federal laws relied upon by Wizards may
18 apply to the issues raised in the Counterclaims, no response is required. To the extent a
19 response is required, the Counterclaim Defendants deny the same.

20 8.

21 The Counterclaim Defendants admit that venue in this District is proper for the same
22 reasons set forth in Paragraph 5 of the Complaint. The Counterclaim Defendants deny the
23 remaining allegations in Paragraph 8.

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25 ///

26 ///

BACKGROUND

A. The Former TSR, Inc.’s Intellectual Property Rights Relating to “TSR,” Dungeons & Dragons, and Star Frontiers

9.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 9. To the extent a response is required, the Counterclaim Defendants deny the same.

10.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 10. To the extent Paragraph 10 calls for legal conclusions with respect to whether TSR, Inc. owned the rights to certain product lines, no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 10.

11.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 11. To the extent Paragraph 11 calls for legal conclusions with respect to whether TSR, Inc. owned certain intellectual property rights, no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 11.

12.

On information and belief, the Counterclaim Defendants admit that TSR, Inc. has at one time or another placed on products the images included as Figures 1, 2, and 3 in Paragraph 12. The Counterclaim Defendants do not have sufficient information by which to admit or deny Wizards’ allegation that TSR, Inc. placed the images “on its products throughout its history.” To the extent a response is required, the Counterclaim Defendants deny this allegation.

13.

In response to Paragraph 13, the Counterclaim Defendants admit that TSR was formed in 2020 and did not purchase from TSR, Inc. any of its intellectual property rights. To the extent that Paragraph 13 alleges that TSR is not a successor in interest to TSR, Inc. and has not “otherwise obtain[ed]” any registered or unregistered intellectual property rights that formerly belonged to TSR Inc., these allegations call for legal conclusions to which no response is required. To the extent a response is required, the Counterclaim Defendants deny these allegations.

14.

Paragraph 14 calls for legal conclusions with respect to whether two images are “the same or substantially the same” for purposes of determining trademark and intellectual property rights; as such, no response is required. To the extent a response is required, the Counterclaim Defendants deny these allegations.

15.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 15. Further, Paragraph 15 calls for legal conclusions to which no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 15.

B. Wizards’ 1997 Acquisition of TSR, Inc. and Its Intellectual Property

16.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 16. To the extent Paragraph 16 calls for legal conclusions with respect to whether Wizards is TSR, Inc.’s successor in interest, no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 16.

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17.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 17. To the extent Paragraph 17 calls for legal conclusions with respect to TSR, Inc.'s ownership of certain intellectual property rights and whether Wizards acquired the same, no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 17.

18.

The Counterclaim Defendants do not have sufficient information by which to admit or deny the allegations in Paragraph 18, and they therefore deny the same. To the extent the allegations in Paragraph 18 relate to the terms of the document attached as Exhibit A to the Answer, the document speaks for itself, and no response is required from the Counterclaim Defendants.

19.

The allegations in Paragraph 19 call for legal conclusions with respect to whether Wizards acquired and/or owns certain trademark rights. As such, no response is required. To the extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph 19.

20.

On information and belief, the Counterclaim Defendants admit that Wizards did not renew some of the registrations for "Wizards' Marks" (as defined in the Answer). The Counterclaim Defendants deny the remaining allegations in Paragraph 20.

C. Wizards' Sales of Dungeons & Dragons Products Bearing Wizards' Marks

21.

On information and belief, the Counterclaim Defendants admit that Wizards has at one time or another produced, advertised, or sold Dungeons & Dragons products. The Counterclaim Defendants further admit that Dungeons & Dragons is a prominent and well-

1 recognized brand (although they do not have sufficient information by which to admit or deny
 2 that it is one of Wizards' most prominent brands and therefore deny the same). The
 3 Counterclaim Defendants do not have sufficient information by which to admit or deny
 4 Wizards' allegation that it has produced, advertised, and sold Dungeons & Dragons products
 5 "continuously since acquiring TSR, Inc." To the extent a response is required, the
 6 Counterclaim Defendants deny this allegation.

7 22.

8 Paragraph 22 calls for legal conclusions with respect to whether Wizards owns certain
 9 trademark rights and "diligently protects them." As such, no response is required. To the
 10 extent a response is required, the Counterclaim Defendants deny the allegations in Paragraph
 11 22.

12 23.

13 In response to Paragraph 23, the Counterclaim Defendants deny that Wizards has
 14 maintained continuous use of Wizards' Marks (as defined in the Answer). To the extent that
 15 Paragraph 23 refers to screenshots, those images speak for themselves, and no response is
 16 required from the Counterclaim Defendants. The Counterclaim Defendants do not have
 17 sufficient information by which to admit or deny the remaining allegations in Paragraph 23,
 18 and they therefore deny the same.

19 24.

20 The Counterclaim Defendants do not have sufficient information by which to admit or
 21 deny the allegations in Paragraph 24. To the extent a response is required, the Counterclaim
 22 Defendants deny the same.

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24 ///

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26 ///

D. Wizards’ Sales of Star Frontiers Products Bearing Wizards’ Marks

25.

In response to Paragraph 25, the Counterclaim Defendants deny that Wizards has maintained continuous use of Wizards’ Marks (as defined in the Answer). To the extent that Paragraph 25 refers to screenshots, those images speak for themselves, and no response is required from the Counterclaim Defendants. The Counterclaim Defendants do not have sufficient information by which to admit or deny the remaining allegations in Paragraph 25, and they therefore deny the same.

E. Counterclaim Defendants’ Claimed “Reboot” of “TSR” and Star Frontiers

26.

The Counterclaim Defendants admit the allegations in Paragraph 26.

27.

Paragraph 27 calls for legal conclusions with respect to whether the Counterclaim Defendants “claim[ed] ownership” of certain intellectual property rights, as well as whether Wizards “owned and continuously used . . . in commerce” certain trademark rights, to which no response is required. To the extent a response is required, the Counterclaim Defendants deny these allegations. The Counterclaim Defendants also deny the remaining allegations in Paragraph 27.

28.

The Counterclaim Defendants admit that Mr. LaNasa and TSR run the website located at tsr-hobbies.com. The remaining allegations in Paragraph 28 call for legal conclusions to which no response is required. To the extent a response is required, the Counterclaim Defendants deny these allegations.

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1 29.

2 The allegations in Paragraph 29 reference the content of a webpage on a particular date,
3 which speaks for itself. To the extent a response is required, the Counterclaim Defendants
4 deny the allegations in Paragraph 29.

5 30.

6 The allegations in Paragraph 30 reference the content of a webpage on a particular date,
7 which speaks for itself. The allegations in Paragraph 30 call for legal conclusions to which no
8 response is required. To the extent a response is required, the Counterclaim Defendants deny
9 the allegations in Paragraph 30.

10 31.

11 The Counterclaim Defendants admit the allegations in Paragraph 31.

12 32.

13 The Counterclaim Defendants admit that the Museum has a website located at
14 tsrmuseum.com. The Counterclaim Defendants deny the remaining allegations in Paragraph
15 32.

16 33.

17 The Counterclaim Defendants admit that the Museum's website contains an online
18 store that offers products for sale and that at one time or another each of the products listed in
19 Paragraph 33 was included at that online store. To the extent that Paragraph 33 alleges that
20 the Museum's online store has offered for sale products bearing marks owned by Wizards,
21 these allegations call for legal conclusions to which no response is required. To the extent a
22 response is required, the Counterclaim Defendants deny these allegations.

23 34.

24 The Counterclaim Defendants admit the allegations in Paragraph 34.

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26 ///

1 35.

2 To the extent that Paragraph 35 alleges that certain intellectual property rights are
3 owned by Wizards, it calls for legal conclusions to which no response is required. To the
4 extent a response is required, the Counterclaim Defendants deny these allegations. The
5 Counterclaim Defendants admit the remaining allegations in Paragraph 35.

6 36.

7 Paragraph 36 calls for legal conclusions with respect to whether the Counterclaim
8 Defendants' products are "infringing" and bear Wizards' Marks (as defined in the Answer).
9 As such, no response to these allegations is required. To the extent a response is required, the
10 Counterclaim Defendants deny the same. The Counterclaim Defendants admit that they
11 promote their products via the alleged avenues.

12 37.

13 The allegations in Paragraph 37 reference the content of a webpage on a particular date,
14 which speaks for itself. The allegations in Paragraph 37 call for legal conclusions to which no
15 response is required. To the extent a response is required, the Counterclaim Defendants deny
16 the allegations in Paragraph 37.

17 38.

18 To the extent that the allegations in Paragraph 38 call for legal conclusions, no response
19 is required. The Counterclaim Defendants do not have sufficient information by which to
20 admit or deny the allegations in Paragraph 38, and they therefore deny the same.

21 39.

22 The Counterclaim Defendants admit the allegations in Paragraph 39. However, their
23 posts offered TSR CON registrants a soft copy of the game, rather than a hard copy.

24 40.

25 The Counterclaim Defendants admit the allegations in Paragraph 40.

26 ///

1 41.

2 To the extent that the allegations in Paragraph 41 call for legal conclusions, no response
3 is required. The Counterclaim Defendants do not have sufficient information by which to
4 admit or deny the allegations in Paragraph 41, and they therefore deny the same.

5 42.

6 Paragraph 42 calls for legal conclusions with respect to whether the Counterclaim
7 Defendants' products are "infringing" and bear Wizards' Marks (as defined in the Answer).
8 As such, no response to these allegations is required. To the extent a response is required, the
9 Counterclaim Defendants deny the same. The Counterclaim Defendants admit that they
10 promote their products via the alleged avenues.

11 43.

12 The Counterclaim Defendants deny the allegations in Paragraph 43.

13 **F. TSR LLC's Applications to Register Wizards' Marks With—and False**
14 **Statements To—the USPTO**

15 44.

16 The Counterclaim Defendants deny that TSR filed the trademark applications for TSR
17 THE GAME WIZARDS (Application No. 90124839, Registration No. 6472675), TSR Angled
18 Logo (Application No. 90124287), TSR Dragon Logo (Application No. 90148524), and
19 Wizard Man Logo (Application No. 90148334). The Counterclaim Defendants admit that TSR
20 filed the other trademark applications listed in Paragraph 44. The Counterclaim Defendants
21 deny the remaining allegations of Paragraph 44.

22 45.

23 The Counterclaim Defendants admit that Mr. LaNasa submitted signed and sworn
24 declarations to the USPTO containing the language quoted in Paragraph 45 in association with
25 trademark applications. The Counterclaim Defendants deny that the declaration statements
26 were false and further deny all remaining allegations of Paragraph 45.

1 46.

2 To the extent that Paragraph 46 alleges that Mr. LaNasa “purported to assign” certain
3 rights to TSR LLC, it calls for legal conclusions to which no response is required; to the extent
4 a response is required, the Counterclaim Defendants deny this allegation. The Counterclaim
5 Defendants admit the remaining allegations of Paragraph 46.

6 47.

7 To the extent that Paragraph 47 relates to the allegations in the Complaint, the document
8 speaks for itself, and no response is required. The Counterclaim Defendants deny the
9 remaining allegations in Paragraph 47.

10 48.

11 The Counterclaim Defendants admit that TSR filed the USPTO applications referenced
12 in Paragraph 48. The Counterclaim Defendants deny all remaining allegations of Paragraph
13 48.

14 49.

15 On information and belief, the Counterclaim Defendants admit the allegations in
16 Paragraph 49.

17 **FIRST CAUSE OF ACTION**

18 **(False Designation of Origin in Violation of the Lanham Act)**

19 50.

20 The Counterclaim Defendants re-allege and incorporate their responses to the
21 allegations set forth in Paragraphs 1 through 49 as if fully set forth herein.

22 51.

23 Paragraph 51 calls for legal conclusions to which no response is required. To the extent
24 a response is required, the Counterclaim Defendants deny the same.

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26 ///

1 52.

2 Paragraph 52 calls for legal conclusions to which no response is required. To the extent
3 a response is required, the Counterclaim Defendants deny the same.

4 53.

5 Paragraph 53 calls for legal conclusions to which no response is required. To the extent
6 a response is required, the Counterclaim Defendants deny the same and that Wizards is entitled
7 to any of the relief requested in its prayer.

8 **SECOND CAUSE OF ACTION**

9 **(Cybersquatting in Violation of the Lanham Act)**

10 54.

11 The Counterclaim Defendants re-allege and incorporate their responses to the
12 allegations set forth in Paragraphs 1 through 53 as if fully set forth herein.

13 55.

14 Paragraph 55 calls for legal conclusions to which no response is required. To the extent
15 a response is required, the Counterclaim Defendants deny the same.

16 56.

17 Paragraph 56 calls for legal conclusions to which no response is required. To the extent
18 a response is required, the Counterclaim Defendants deny the same and that Wizards is entitled
19 to any of the relief requested in its prayer.

20 **THIRD CAUSE OF ACTION**

21 **(Common Law Trademark Infringement and Unfair Competition)**

22 57.

23 The Counterclaim Defendants re-allege and incorporate their responses to the
24 allegations set forth in Paragraphs 1 through 56 as if fully set forth herein.

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1 58.

2 Paragraph 58 calls for legal conclusions to which no response is required. To the extent
3 a response is required, the Counterclaim Defendants deny the same.

4 59.

5 Paragraph 59 calls for legal conclusions to which no response is required. To the extent
6 a response is required, the Counterclaim Defendants deny the same and that Wizards is entitled
7 to any of the relief requested in its prayer.

8 **FOURTH CAUSE OF ACTION**

9 **(Violation of the North Carolina Deceptive Trade Practices Act)**

10 60.

11 The Counterclaim Defendants re-allege and incorporate their responses to the
12 allegations set forth in Paragraphs 1 through 59 as if fully set forth herein.

13 61.

14 Paragraph 61 calls for legal conclusions to which no response is required. To the extent
15 a response is required, the Counterclaim Defendants deny the same.

16 62.

17 Paragraph 62 calls for legal conclusions to which no response is required. To the extent
18 a response is required, the Counterclaim Defendants deny the same and that Wizards is entitled
19 to any of the relief requested in its prayer.

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of the Washington Consumer Protection Act)**

22 63.

23 The Counterclaim Defendants re-allege and incorporate their responses to the
24 allegations set forth in Paragraphs 1 through 62 as if fully set forth herein.

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64.

Paragraph 64 calls for legal conclusions to which no response is required. To the extent a response is required, the Counterclaim Defendants deny the same.

65.

Paragraph 65 calls for legal conclusions to which no response is required. To the extent a response is required, the Counterclaim Defendants deny the same and that Wizards is entitled to any of the relief requested in its prayer.

PRAYER FOR RELIEF

66.

To the extent that an answer is required to Wizards' Prayer for Relief, the Counterclaim Defendants deny that Wizards is entitled to any of the relief requested in its prayer.

67.

Except as expressly admitted herein, the Counterclaim Defendants deny each and every allegation in the Counterclaims.

AFFIRMATIVE DEFENSES

68.

The Counterclaim Defendants plead the following affirmative defenses to each and all of Wizards' Counterclaims.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

69.

Wizards' Counterclaims fail to state a claim upon which relief may be granted because Wizards cannot prevail on each and every element of each claim it has asserted. This affirmative defense includes, but is not limited to, Wizards' failures to state how its causes of action are tied to a particular state's laws, where applicable.

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1 **SECOND AFFIRMATIVE DEFENSE**

2 **(Waiver)**

3 70.

4 Wizards' claims for relief are barred or limited by the doctrine of waiver because it
5 failed to properly assert its alleged rights in a timely fashion and/or engaged in a course of
6 conduct that relinquished its alleged rights. This affirmative defense includes, but is not
7 limited to, Wizards' failure to protect the use of the trademarks that it claims to own, for
8 example by allowing trademark registrations and rights to lapse, permitting third parties to use
9 the trademarks (by registration and use of the same, and/or by placing the same on products
10 sold through third party websites), and not timely requiring license agreements for third parties
11 using the trademarks.

12 **THIRD AFFIRMATIVE DEFENSE**

13 **(Estoppel)**

14 71.

15 Wizards' claims for relief are barred or limited by the doctrine of estoppel because
16 Wizards has acted in a manner inconsistent with efforts to enforce its rights, if any. This
17 affirmative defense includes, but is not limited to, Wizards' failure to protect the use of the
18 trademarks that it claims to own, for example by allowing trademark registrations and rights
19 to lapse, permitting third parties to use the trademarks (by registration and use of the same,
20 and/or by placing the same on products sold through third party websites), and not timely
21 requiring license agreements for third parties using the trademarks.

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FOURTH AFFIRMATIVE DEFENSE

(Unclean Hands)

72.

Wizards' claims for relief are barred or limited by the doctrine of unclean hands because Wizards has, inequitably and/or in bad faith, not acted in conformity with trademark laws and has further not acted in conformity with marketplace transactions that would entitle it to assert its rights, if any. Further, and without limitation, Wizards did not engage in any bona fide use of the trademarks in the ordinary course of trade or commerce from approximately 1997 through 2013, thereby abandoning any rights it may have once had in the trademarks, if any.

FIFTH AFFIRMATIVE DEFENSE

(Laches)

73.

Wizards' claims for relief are barred or limited by the doctrine of laches because Wizards has inexcusably delayed enforcement of its rights, if any, to the prejudice of the Counterclaim Defendants. This affirmative defense includes, but is not limited to, Wizards allowing third parties to use the trademarks at issue without asserting ownership or licensing rights and failing to timely oppose the Counterclaim Defendants' alleged use of the same.

SIXTH AFFIRMATIVE DEFENSE

(Lack of Standing)

74.

Wizards' claims are barred by its lack of standing to assert claims for trade practices and/or consumer protections.

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SEVENTH AFFIRMATIVE DEFENSE

(Good Faith)

75.

Wizards' claims for relief are barred by the Counterclaim Defendants' good faith actions.

76.

The Counterclaim Defendants reserve the right to assert additional affirmative defenses should information disclosed in discovery warrant such amendments.

WHEREFORE, the Counterclaim Defendants pray for the following relief:

1. That Wizards' Counterclaims be dismissed, and Wizards take nothing thereby;
2. That judgment be granted in TSR's favor as provided in TSR's Complaint, including the relief requested in TSR's Prayer for Relief and the denial of each and all of Wizards' affirmative defenses;
3. That the Court award the Counterclaim Defendants their costs and fees in this action, including but not limited to reasonable attorneys' fees pursuant to 17 U.S.C. § 505; and
4. Such other and further relief as the Court deems just and proper.

Respectfully submitted this 22nd day of April, 2022.

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Defendant TSR LLC and Counterclaim

Defendants Justin LaNasa and Dungeon Hobby

Shop Museum LLC

CERTIFICATE OF SERVICE

I hereby certify that on April 22, 2022, I caused to be served a true copy of the preceding **TSR LLC, JUSTIN LANASA, AND DUNGEON HOBBY SHOP MUSEUM LLC'S ANSWER TO DEFENDANT WIZARDS OF THE COAST LLC'S COUNTERCLAIMS** on the individuals listed below, by way of the methods indicated:

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